

# Union Pacific Corporation



0100017018

Jack E. Jerrett  
Senior Corporate Attorney

October 12, 1993

## FEDERAL EXPRESS

Sidney L. Strickland  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, DC 20423

9386-F  
OCT 18 1993 - 1 15 PM  
INTERSTATE COMMERCE COMMISSION

LICENSING BRANCH

OCT 10 1 03 PM '93

OFFICE OF THE  
SECRETARY

**Re: Missouri Pacific Railroad Company**  
**Equipment Trust Series No. 8**

Dear Mr. Strickland:

Enclosed please find an original and three counterparts of the document described below, which are to be filed and recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, dated as of October 7, 1993, executed by Chemical Bank, as Trustee under the above-captioned Equipment Trust Agreement, consenting that the record of its title to the equipment covered by such Equipment Trust Agreement be cancelled and discharged. The Equipment Trust Agreement is recorded under Recordation No. 9386.

I have enclosed a fee of \$18. Please return to me one stamped counterpart of the Bill of Sale and Declaration of Payment and any additional counterparts which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed.

Sincerely,

JEJ:ccm  
Enclosures  
cc: Robert E. Bartos  
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BILL OF SALE  
AND  
DECLARATION OF PAYMENT

RECORDATION NO. 9386-F FILED  
OCT 13 1993 - 1 15 PM  
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), and Chemical Bank, a New York corporation, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of June 1, 1978, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on May 18, 1978 and assigned Recordation No. 9386; a Supplemental Agreement, dated as of May 30, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 26, 1980 and assigned Recordation No. 9386-A; a Supplemental Agreement, dated as of March 9, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 23, 1982 and assigned Recordation No. 9386-B; a Supplemental Agreement, dated as of December 7, 1988, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on December 13, 1988 and assigned Recordation No. 9386-C; a Supplemental Agreement, dated as of January 31, 1992, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on February 5, 1992 and assigned Recordation No. 9386-D; and a Supplemental Agreement, dated as of December 21, 1992, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on December 23, 1992 and assigned Recordation No. 9386-E (the Equipment Trust Agreement, as amended, being hereinafter referred to as the "Agreement"), covering the

construction and transfer of the units of railroad equipment (the "Equipment") described in Schedule A hereto and, pursuant to the Agreement, the Trustee has issued \$16,200,000.00 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Series No. 8 Equipment Trust Certificates; and

WHEREAS, on June 1, 1993 the Company made the final payment due under the Agreement; and

WHEREAS, the Company has paid the Trustee the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the Agreement, and the Company represents and warrants that it has performed all the covenants and conditions contained in the Agreement;

NOW, THEREFORE, the Trustee does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the Agreement have been fully performed and that all monies payable thereunder have been fully paid.

WHEREUPON, the Trustee does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the Agreement, it being understood that the Trustee makes no other covenants of title, representations or warranties, expressed or implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously leased under the Agreement or that the Equipment has been destroyed or become unsuitable for use.

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 7th day of October ~~June~~, 1993.

CHEMICAL BANK,

As Trustee

By: Carolyn P. Baxter  
Carolyn P. Baxter  
Assistant Vice President

Attest:

Andrew M. Deck  
ANDREW M. DECK  
Trust Officer

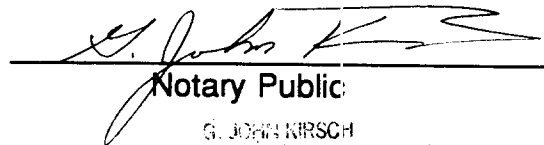
STATE OF NEW YORK )

) ss.:

COUNTY OF NEW YORK )

On this 7th day of <sup>October</sup>~~June~~, 1993, before me personally appeared Carolyn P. Baxter, to me personally known, who being by me duly sworn, said that she is a Assistant Vice President of Chemical Bank, the seal affixed to the foregoing instrument is the corporate seal of such corporation and the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.

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Notary Public

G. JOHN KIRSCH  
NOTARY PUBLIC, State of New York  
No. 4964966  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires April 16, 1994

**MISSOURI PACIFIC RAILROAD COMPANY  
EQUIPMENT TRUST AGREEMENT DATED JUNE 1, 1978  
DESCRIPTION OF EQUIPMENT AS OF APRIL 30, 1993**

**100 TON COVERED HOPPER CARS**

MP723100--MP723124, INCLUSIVE  
MP723126--MP723127, INCLUSIVE  
MP723129--MP723138, INCLUSIVE  
MP723140--MP723143, INCLUSIVE  
MP723145--MP723166, INCLUSIVE  
MP723168--MP723200, INCLUSIVE  
MP723202--MP723219, INCLUSIVE  
MP723221--MP723278, INCLUSIVE  
MP723280--MP723294, INCLUSIVE  
MP723296--MP723296, INCLUSIVE  
MP723297--MP723300, INCLUSIVE  
MP723302  
MP723305--MP723344, INCLUSIVE

**70 TON OPEN HOPPER CARS**

MP254650--MP254654, INCLUSIVE  
MP254656--MP254677, INCLUSIVE  
MP254679  
MP254681--MP254685, INCLUSIVE  
MP254687--MP254694, INCLUSIVE  
MP254697--MP254705, INCLUSIVE  
MP254707--MP254716, INCLUSIVE  
MP254718--MP254729, INCLUSIVE  
MP254731--MP254748, INCLUSIVE  
MP254750--MP254754, INCLUSIVE  
MP254756--MP254760, INCLUSIVE  
MP254762--MP254766, INCLUSIVE  
MP254768--MP254778, INCLUSIVE  
MP254781--MP254786, INCLUSIVE  
MP254788--MP254798, INCLUSIVE  
MP254801--MP254803, INCLUSIVE  
MP254805--MP254820, INCLUSIVE  
MP254822--MP254826, INCLUSIVE  
MP254828--MP254834, INCLUSIVE  
MP254836  
MP254839--MP254853, INCLUSIVE  
MP254855--MP254859, INCLUSIVE  
MP254861--MP254864, INCLUSIVE

MP254868--MP254871, INCLUSIVE  
MP254873--MP254878, INCLUSIVE  
MP254881--MP254889, INCLUSIVE  
MP254891--MP254894, INCLUSIVE  
MP254896  
MP254898--MP254899, INCLUSIVE

#### **100 TON BOX CARS**

MP269459--MP269486, INCLUSIVE  
MP269488--MP269499, INCLUSIVE

#### **BAY WINDOW CABOOSE**

MP13905

#### **100 TON AIR SLIDE HOPPER CARS**

MP721994--MP721996, INCLUSIVE

#### **BI-LEVEL AUTO RACKS**

MP7766  
MP7918--MP7941, INCLUSIVE

#### **100 TON COVERED HOPPER CARS**

MP240023  
MP240030  
UP84004  
UP84006--UP84012, INCLUSIVE  
UP83831